

Also all personal property of whatever description that may hereafter be acquired by the said first parties for use in connection with the said hospital. To have and to hold the real and personal property above described unto the said Joseph Handrup trustee, and his successors, forever, but in trust nevertheless for the equal pro rata benefit and security of the holders of the hereinafter mentioned notes.

THIS INDENTURE IS INTENDED AS A MORTGAGE to secure the payment of 63 promissory notes numbered consecutively from 1 to 63, (being all the notes issued of a proposed series of 100 notes), bearing date March 1st 1913, payable on or before March 1st 1918, with interest at the rate of six per cent per annum, which notes are the following form to-wit;

"No-----

\$100.00

T. C. Avary, M. D.

Stevenson, Washington.

March 1st 1913

On or before March 1st 1918 I promise to pay to ----- or order the sum of One Hundred Dollars with interest from date at the rate of six per cent per annum. I hereby acknowledge receipt of the sum of One Hundred Dollars to be held in trust for the holder hereof and used only for the purpose of purchasing land in the town of Stevenson, and constructing thereon a hospital building, and equipping the same, or for the purchase of such accessories as are proper for operating the said Hospital and conducting Medical Practice.

It is understood and agreed that this note is one of a series of like denomination numbered from 1 to 100 inclusive, and that said notes are to be secured by a first mortgage upon the said Hospital and its appurtenances and all accessories thereto.

It is further agreed that this note will be accepted as legal tender for the payment of any indebtedness to the maker to the maker hereof for professional or Hospital services not exceeding the amount remaining unpaid thereon, whether this note be due and payable or not.

Each of said notes numbered from 1 to 63 being signed T.C. Avary M.D. and delivered to the person named therein as payee.

These presents shall be void if payment of the said promissory notes be made according to terms and conditions thereof. But in case default be made in the payment of said promissory notes, or any part thereof when the same shall become due and payable, according to the terms and conditions thereof, this mortgage may immediately thereafter, in the manner provided by law, be foreclosed for the whole amount then due upon the said promissory notes including interest, and for all other sums hereby secured.

In case of suit or other proceeding which may be had for the recovery of the amount due, either upon this mortgage or upon said notes, the said trustee or his successor shall have the right to have entered in any judgment that may be recovered such sum as the court shall adjudge as reasonable as attorney's fee in such suit, to be taxed as part of the costs thereof as well as all payments which the said trustee, or any of the holders of any of said notes may be obliged to make for the security of the indebtedness hereby secured, including payments made for taxes, insurance and other lawful Assessments.

The trustee shall in no event be held responsible for the collection of any of the indebtedness hereby secured, nor shall he be held responsible or liable for anything whatsoever done by him in connection with this trust except for willful misconduct or gross negligence. Nor shall the said trustee be under obligation to foreclose this mortgage, or do any other act in connection therewith, unless requested so to do by the holder of one or more of said promissory notes, nor shall he be under any obligation to recognize any person, firm or Corporation as the holder as holder or owner of one or more of said notes, nor to do, or refrain